

THIS DOES NOT  
CIRCULATE

Cumberland County ok  
Assignment Judge Superior Court  
and

District 65, UAW  
(Probation and Senior Probation Office)

\* \* \* \* \*

1983-1985 CUMBERLAND COUNTY PROBATION COLLECTIVE AGREEMENT

\* \* \* \* \*

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Labor Relations

OCT 31 1984

RUTGERS UNIVERSITY

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## Article I - Agreement

This Agreement is entered into this \_\_\_\_\_ of \_\_\_\_\_, 1983 by and between the Assignment Judge for the Judges of the Superior Court of Cumberland County, New Jersey (hereinafter referred to as the "Judge") and District 65, United Auto Workers of America (hereinafter referred to as the "Union").

## Article II - Recognition

The Judge hereby recognizes the Union as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Cumberland County Probation Department (hereinafter referred to collectively as "probation officers") to negotiate matters relating to salaries and terms and conditions of employment.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. the County of Passaic et al; statutes, court rules and case law provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

## Article III - Salaries

### Section 1

Retroactive to January 1, 1983, probation officer salary ranges shall be established as follows:

| <u>Title</u>             | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer        | \$12,000       | \$19,063       |
| Senior Probation Officer | 12,700         | 20,350         |

### Section 2

Effective January 1, 1983, and retroactive to that date, each probation officer employed by the probation department, on or before September 30, 1982, shall receive a base salary increase equal to 7% of his/her base salary in existence as of December 31, 1982.

### Section 3

Effective January 1, 1984, probation officer salary ranges shall be established as follows:

| <u>Title</u>             | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer        | \$12,300       | \$20,813       |
| Senior Probation Officer | 13,050         | 22,218         |

#### Section 4

Effective January 1, 1984, each probation officer employed by the probation department, on or before September 30, 1983, shall receive a base salary increase equal to 6% of his/her base salary in existence on December 31, 1983.

#### Section 5

Effective July 1, 1984, each probation officer employed by the probation department, on or before March 31, 1984, shall receive a special one-time Judiciary base salary increase equal to 3% of his/her base salary in existence on June 30, 1984.

#### Section 6

Effective January 1, 1985, probation officer salary ranges shall be as follows:

| <u>Title</u>             | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------|----------------|----------------|
| Probation Officer        | \$12,600       | \$22,686       |
| Senior Probation Officer | 13,350         | 24,218         |

#### Section 7

Effective January 1, 1985, each probation officer employed by the probation department, on or before September 30, 1984, shall receive a base salary increase equal to 7% of his/her base salary in existence on December 31, 1984.

#### Section 8

In addition to the award as set forth in Section 7 of this Article, effective January 1, 1985, probation officers employed by the probation department, on or before September 30, 1984, shall receive a special Judiciary salary adjustment equal to 2% of their December 31, 1984 base salary. This adjustment shall be incorporated as part of their 1985 base salary.

#### Article IV - Automobiles

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed

at the state established rate of 18 cents per mile, to become effective the first full month following the signing of this Agreement. For the duration of this Agreement, the reimbursement rate shall be consistent with the rate established by the Legislature of the State of New Jersey. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

## Article V - Cash Educational Award

### Section 1

Retroactive to January 1, 1983, each probation officer who has, or shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration, or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges, shall be entitled to an annual award of \$600. This award shall be prorated to the end of the calendar year in which the degree was awarded, provided there is submitted evidence of such attainment to the Chief Probation Officer.

Effective January 1, 1984, the annual award shall be increased to \$625. The method of payment for this award shall be consistent with the county's past practice.

### Section 2

The decision of the Chief Probation Officer and the Judges as to the fields of study eligible under this Article shall be final and not subject to further appeal.

### Section 3

If during the term of this Agreement the county contractually agrees to providing monies for an educational fund, the parties agree to meet and discuss educational funding.

## Article VI - Promotional Increment

Each probation officer receiving a promotion from the probation officer title to senior probation officer shall receive a salary adjustment of \$350.

## Article VII - Vacation and Other Leave Credits

Pursuant to R. 1:30-5(b), probation officers of the Cumberland County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees

of the county. Such leave credits include, but are not limited to, personal and funeral leave.

## Article VIII - Holidays

### Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

|                                      |                            |
|--------------------------------------|----------------------------|
| January 1st.....                     | New Year's Day             |
| January 15th.....                    | Martin L. King's Birthday  |
| February 12th.....                   | Lincoln's Birthday         |
| 3rd Monday in February.....          | Washington's Birthday      |
| Last Monday in May.....              | Memorial Day               |
| July 4th.....                        | Independence Day           |
| 1st Monday in September.....         | Labor Day                  |
| 2nd Monday in October.....           | Columbus Day               |
| November 11th.....                   | Armistice or Veteran's Day |
| 4th Thursday in November.....        | Thanksgiving Day           |
| December 25th.....                   | Christmas Day              |
| Good Friday and General Election Day |                            |

### Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

## Article IX - Health and Welfare Benefits

### Section 1

Probation officers shall receive the same health and welfare benefits provided to Cumberland County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan. If, during the term of this Agreement, the county grants to its employees generally an additional health and welfare benefits, such as an optical or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

### Section 2

Each probation officer who retires and has earned, but has not used his/her accumulated sick leave shall be entitled to receive 50 percent (50%) of the sick time as severance pay not to exceed \$6,000, in accordance with county policy.

## Article X - Liability Insurance

Probation officers are entitled to the same liability insurance coverage, pursuant to the county's policy for such coverage, as is provided for other county employees generally.

## Article XI - Union Business

### Section 1

The Union shall furnish to the Chief Probation Officer the names of two (2) probation officers who are to be designated as union stewards for the purpose of handling grievances. One officer shall be the primary representative with the second officer acting as assistant and/or alternative representative.

### Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed two (2) employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 38:23-2, and is not in excess of five (5) days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

## Article XII - Union Dues

Upon written authorization in conformance with the provisions of N.J.S.A. 52:14-15.9(e), from any officer who is covered by this Agreement the county has agreed to deduct from the officer's pay each calendar month the union dues as fixed by the Union which dues shall after deductions be remitted to the Union. Such practice shall continue during the life of this Agreement provided the agreement between the Judges and the county officials remains in effect.

The Union agrees to indemnify and save the Judges harmless from any suit or liability arising because of action taken or not taken pursuant to this Article.

## Article XIII - Bulletin Boards

Departmental bulletin boards are to be made available for the posting of union notices and information, subject to reasonable regulation by the Chief Probation Officer.

## Article XIV - Notice of Vacancies

Job vacancies shall be posted in accordance with Civil Service rules and regulations.

## Article XV - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court Rules and Policies governing administration of the Courts.

## Article XVI - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions effecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the officer's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2 - If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, the officer may choose to utilize one of the following two options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case.
- (b) The officer may appeal to the Assignment Judge, which case the decision of the Judges shall be final and shall be rendered with reasonable



promptness. The Judge may designate any court employee or other representative who is not an employee of the courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his choosing, or by a bona fide member of the Union designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal work day.

#### Article XVII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

#### Article XVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by the mutual consent and upon the happening of some unforeseen event.

#### Article XIX - Duration of Contract

##### Section 1

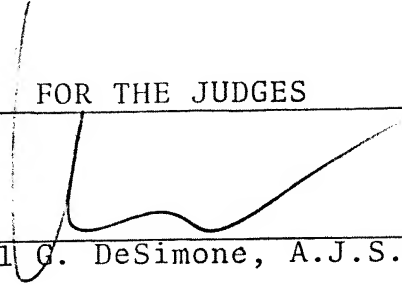
The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1985. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

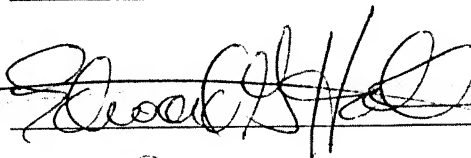
A written notice to terminate or modify this contract should be given at least 60 days prior to December 31, 1985.

In witness of this Agreement, the parties to it have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

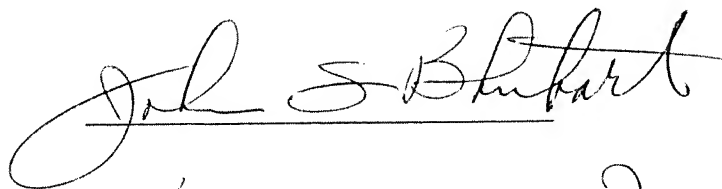
FOR THE JUDGES

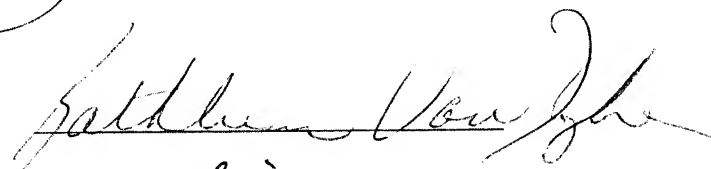
  
Samuel G. DeSimone, A.J.S.C.

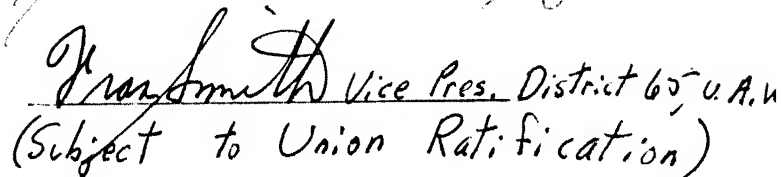
FOR THE UNION









  
Kathleen Vaughan  
Vice Pres. District 65, U.A.W.  
(Subject to Union Ratification)

Memorandum of Understanding

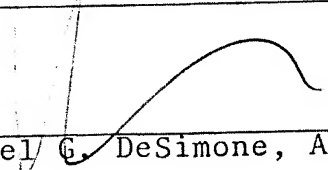
Due to an increase in the promotional award policy,  
effective, January 1, 1983, Senior Probation Officers:

J. Cassisi  
E. Dondero  
E. Haldeman  
S. Levick  
J. Rhubart  
L. Vecchione  
M. Durham

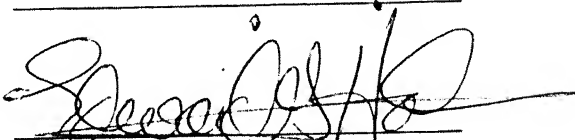
shall receive a one-time \$50 promotional adjustment added  
to their 1983 base salary.

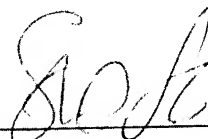
In witness of this Understanding, the parties to it  
have affixed their signatures this            day of  
1983.


FOR THE JUDGES

  
\_\_\_\_\_  
Samuel G. DeSimone, A.J.S.C.


FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
Thomas Smith, Vice Pres. District 65, U.A.  
(Subject to Union Ratification)



*Copy  
Freeholders*

COUNTY OF CUMBERLAND  
BRIDGETON, NEW JERSEY 08302

December 8, 1983

IVAN M. SHERMAN  
COUNTY COUNSEL

P. O. BOX 186  
146 W. BROAD STREET

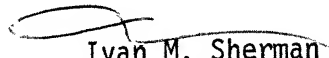
TELEPHONE 451-3600  
TELEPHONE 451-8000

Director Charles Fisher  
Board of Chosen Freeholders  
Administration Building  
790 E. Commerce Street  
Bridgeton, NJ 08302

Dear Director:

Enclosed please find copy of letter I have sent to Judge DeSimone waiving the right of hearing on his Order of salaries and benefits to the Cumberland County Probation Officers as per your instructions to me.

Sincerely yours,

  
Ivan M. Sherman  
County Counsel

IMS:mrr  
Encl.



COUNTY OF CUMBERLAND

BRIDGETON, NEW JERSEY 08302

December 8, 1983

IVAN M. SHERMAN  
COUNTY COUNSEL

P. O. BOX 180  
146 W. BROAD STREET  
TELEPHONE 454-3300  
TELEPHONE 4-1800

Hon. Samuel G. DeSimone  
Assignment Judge, Superior Court  
Court House  
P.O. Box 813  
Woodbury, NJ 08096

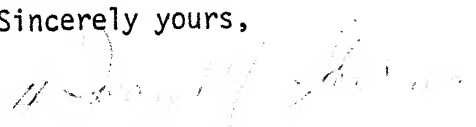
Re: 1983-1985 Cumberland County  
Probation Collective Agreement

Dear Judge DeSimone:

This will acknowledge receipt, on behalf of the Cumberland County Board of Chosen Freeholders, of the proposed 1983-1985 Cumberland County Probation Collective Agreement in the form supplied to us by Stephen Fingerman, Court Administrator, consisting of eight (8) pages and a one (1) page Memorandum of Understanding pertaining to a one-time \$50.00 promotional adjustment for seven (7) Senior Probation Officers.

Please be advised that the Board of Freeholders hereby waives its right to be heard pursuant to N.J.S.A. 2A:168-8.

Sincerely yours,

  
Ivan M. Sherman  
County Counsel

IMS:mrr  
cc: Director Charles Fisher